

**AGREEMENT FOR ISSUANCE OF DUPLICATE ORIGINAL LETTER OF CREDIT
OR DUPLICATE LETTER OF CREDIT AMENDMENTS**

TO: WELLS FARGO BANK, N. A.

DATE: 02/19/15

☐ **U.S. Trade Services, Standby Letters of Credit**
MAC A0283-023, 794 Davis St, 2nd Floor
San Leandro, California 94577-6922
Phone: 1-800-776-3862 Option 2
Fax No: 415-296-8905
E-Mail: StandbyLC@wellsfargo.com

☒ **U.S. Trade Services, Standby Letters of Credit**
MAC D4004-012, 401 Linden Street, 1st Floor
Winston-Salem, North Carolina 27101
Phone: 1-800-776-3862 Option 2
Fax No: 336-735-0950
E-Mail: StandbyLC@wellsfargo.com

ORIGINAL LETTER OF CREDIT INFORMATION	Letter of Credit No.: _____ Issuance Date: _____ Issuing Bank: Wells Fargo Bank, N. A. Expiration Date: _____ Beneficiary: _____ Applicant: _____
ORIGINAL LETTER OF CREDIT AMENDMENT(S) INFORMATION	Letter of Credit No.: [REDACTED] Issuance Date: 11/1/2006 Issuing Bank: Wells Fargo Bank, N. A. Expiration Date: 10/1/2015 Beneficiary: U.S. Nuclear Regulatory Commission Applicant: Johnson Matthey, Inc. Original L/C Amendment Number(s) and Date(s): Amendment 9, 2/19/2014

The undersigned beneficiary of the Letter of Credit described above (the "Beneficiary") hereby requests that you, Wells Fargo Bank, N. A. ("Wells Fargo"), replace, on the terms and conditions below, the Original Letter of Credit described above as it may have been amended (the "Original L/C") or only the standby letter of credit amendment(s) described above (the "Original L/C Amendment(s)") with a Duplicate Original Irrevocable Standby Letter of Credit (the "Duplicate L/C") or a Duplicate Original of such amendment(s) (the "Duplicate L/C Amendment(s)") having the date(s) and the number(s) indicated above. The Duplicate L/C or Duplicate L/C Amendment(s) should be issued in the same form and with the same wording as the Original L/C or the Original L/C Amendment(s). Please send the Duplicate L/C or the Duplicate L/C Amendment(s) to the Beneficiary at its address on the Original L/C.

To induce Wells Fargo to issue the Duplicate L/C or the Duplicate L/C Amendment(s) the Beneficiary represents and warrants the following:

- (a) the Original L/C or the Original L/C Amendment(s) have been lost or destroyed and cannot be presented to Wells Fargo,
- (b) the Beneficiary was in possession of the Original L/C or the Original L/C Amendment(s) and was entitled to draw under the Original L/C when it was lost or destroyed,
- (c) the loss or destruction was not the result of a transfer by the Beneficiary or any legal process or lawful seizure of the Original L/C or the Original L/C Amendments(s), and the Original L/C or the Original L/C Amendment(s) have not been assigned, pledged or disposed of in any manner by the Beneficiary,

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- (d) a diligent search to find the Original L/C or the Original L/C Amendment(s) has been made by the Beneficiary without success, and the Beneficiary has no knowledge as to where the Original L/C or the Original L/C Amendment(s) may be,
- (e) the Beneficiary, through its Authorized Signatory signing this Indemnity below, has the power to enter into this Indemnification and to perform its terms, and
- (f) this Indemnification has been duly authorized by all necessary or desirable action of the Beneficiary, and is enforceable in accordance with its terms against the Beneficiary.

The Beneficiary understands that Wells Fargo will determine in its sole discretion whether to issue or not issue the requested Duplicate L/C or Duplicate L/C Amendment(s). In consideration of Wells Fargo issuing the Duplicate L/C or the Duplicate L/C Amendment(s) to the Beneficiary, the Beneficiary consents to the following:

1. The rights, obligations and liabilities of Wells Fargo and the Beneficiary and their respective affiliates, subsidiaries, directors, officers, employees and agents under the Original L/C or the Original L/C Amendment(s) are hereby terminated and discharged, and the Beneficiary acknowledges that no payments or other amounts are owed to it by Wells Fargo under or with respect to the Original L/C or the Original L/C Amendment(s).
2. The applicant for the original letter of credit will pay Wells Fargo's fees and charges for issuing the Duplicate L/C and/or the Duplicate L/C Amendments.
3. The Beneficiary shall indemnify Wells Fargo against any and all losses, liabilities, claims, demands, damages, obligations, penalties, actions, judgments, suits, costs or expenses, not to exceed \$13,025.00 (the amount of the L/C), incurred by Wells Fargo, or imposed on Wells Fargo, as a result of, or in any way connected with, the loss or destruction of the Original L/C or the Original L/C Amendment(s) and the existence of both an original and a duplicate original of the Original L/C or the Original L/C Amendment(s). This indemnity shall no longer have effect on the earlier of the date which is thirty (30) days beyond the expiry date of the L/C or thirty (30) days from date which the L/C was effectively cancelled pursuant to instruction from the Beneficiary.
4. If the Original L/C or the Original L/C Amendment(s) are found or located by the Beneficiary or come into the Beneficiary's possession, the Original L/C or the Original L/C Amendment(s) will promptly be delivered to Wells Fargo.

This Agreement will be governed by, and be construed in accordance with, the substantive laws governing this letter of credit. It is acknowledged and understood that the Beneficiary is a federal agency of the United States government. Accordingly, and not withstanding any other terms or conditions contained in this agreement, the Agreement is subject to federal law, remedies, procedures, disputes and payment provision. Agreement terms that are inconsistent with or contrary to federal law are deemed inapplicable and superseded. This agreement is subject to availability of appropriated funds.

Address: 2100 Renaissance Boulevard, Suite 100
King of Prussia, PA 19406-2713

Phone: 610-337-5299

Fax No: 610-337-5241

E-Mail: dan.dorman@nrc.gov

U.S. Nuclear Regulatory Commission

[BENEFICIARY'S NAME]

By: _____

[Authorized Signatory]

Printed Name: Daniel H. Dorman

Title: Regional Administrator

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